

AGREEMENT made this _____ day of _____, 1977, by and between the City of Boston, a municipal corporation duly organized and existing in and under the laws of the Commonwealth of Massachusetts, acting by and through its Mayor, hereinafter referred to as the "City", and the Boston Redevelopment Authority, a public body corporate and politic organized and existing under M.G.L., C.121B, hereinafter referred to as the "Authority."

WHEREAS, the Mayor has directed that action be taken to arrest neighborhood disinvestment, secure vacant land and preserve all vacant buildings that can feasibly be renovated within the Roxbury, Franklin Field, Dorchester, South Boston and East Boston neighborhoods; and,

WHEREAS, existing City programs at the present time do not have the capacity to manage and plan redevelopment of the 2,500 vacant lots and vacant buildings that currently exist within these neighborhoods; and,

WHEREAS, litter, safety, rodent and security problems generated by these vacant lots and buildings is accelerating disinvestment in these neighborhoods; and,

WHEREAS, the Authority, acting as the City's Planning Agency, has already assembled information on neighborhood characteristics and needs, vacant lot and building conditions, and future development potential; and,

WHEREAS, the Authority has initiated and administered an extensive urban renewal program within and for the City, and has successfully conducted vacant land and building management programs

WHEREAS, the City, under the provisions of the Housing and Community Development Act of 1974 (P.L. 93-383), has received a Community Development Block Grant, which grant may be utilized, inter alia, for maintenance of vacant land and buildings in the Roxbury, Dorchester, Franklin Field, South Boston and East Boston neighborhoods, and,

WHEREAS, the City and the Authority desire that a portion of said grant be made available in order to permit the Authority to perform certain planning, vacant land improvement and vacant building security activities;

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

ARTICLE I

SERVICES OF THE AUTHORITY

The Authority agrees to provide the City with such services as are necessary or desirable to make progress towards cleaning, securing and improvement of vacant land and abandoned buildings located in the Roxbury, Franklin Field, Dorchester, South Boston and East Boston neighborhoods of Boston. Without limiting the generality of the foregoing, the Authority agrees to provide services in the following four areas:

A. GENERAL ADMINISTRATION

The Authority will cooperate with the City and local resident groups in periodically identifying and determining what action should be taken to secure and maintain vacant lots and buildings within the Roxbury, Franklin Field,

Dorchester, South Boston, and East Boston neighborhoods.

B. PROJECT SUPERVISION

The Authority will hire a full-time staff whose sole responsibility will be to: (1) generally supervise the maintenance program, (2) develop a maintenance master plan to assure orderly, timely and satisfactory completion of the project; (3) requisition supplies, equipment and manpower as needed; (4) inspect work in progress and when finished for adherence to acceptable standards; and (5) prepare related progress reports and records.

C. SURVEY AND PLANNING

The Authority will provide necessary and appropriate surveying, mapping, master engineering and will prepare an environmental assessment for this project.

D. SITE CLEARANCE AND IMPROVEMENT

The Authority will execute and supervise such contracts as are necessary and appropriate to clear, prepare, grade, fence, secure and seed vacant land in the project neighborhoods. Said contracts shall include, but not be limited to, backfilling, grading, fencing, sidewalk repairs and landscaping.

E. BUILDING BOARDING AND CLEANING

The Authority will co-operate with the City in cleaning and securing vacant buildings within the program area. All of the foregoing services shall be performed by the Authority within the cost limitations and for the specific items set forth in Schedule "A" hereto. Budget changes shall be made

only in accordance with such procedures as may be specified by the City acting through its Office of Development and Construction.

If required by the City, the Authority will cooperate in a program review of the Authority's activities to be carried on by an outside consultant engaged by and working under the direction of the City through its Office of Development and Construction. If required by the City, the Authority agrees to furnish any such information as may be requested by and outside consultant and to allow the outside consultant full access to its books and records.

The Authority will adopt, implement and maintain such accounting and control practices and procedures as are approved by the Community Development Controller of the City. The Authority will provide such reports as may be specified by the City acting through its Community Development Controller and will implement such record-keeping procedures as may be specified by the City to provide a satisfactory source from which such reports can be prepared.

If, as a result of the program review conducted by its outside consultant, the City, acting through its Office of Development and Construction, deems it necessary, for, among others, the purpose of lessening the possibility of cost overruns or excess expenditures, that the Authority make systems changes in its procedures for the management of urban renewal projects, the Authority will make such changes. As used in this paragraph, "System changes" shall include, but not be limited to changes in the areas of accounting, reporting,

cost control, evaluation and performance monitoring.

The Authority shall adhere to and enforce all terms and conditions of the Community Development Block Grant as annexed hereto, and shall include these terms and conditions in all sub-contracts.

ARTICLE II

TERM

This Agreement shall be deemed to effective from July 1, 1977 until July 1, 1978, unless terminated prior to July 1, 1978, pursuant to the provisions of Article V hereof.

ARTICLE III

COMPENSATION

The City will reimburse weekly payroll costs to the Authority on a weekly basis upon presentation of documentations as required by the City. The City will reimburse the Authority monthly for all additional costs incurred or accrued by the Authority in carrying out this contract, in accordance with request procedures to be established by the City acting through its Community Development Controller. In no event shall the amount paid by the City hereunder exceed five hundred and fifteen thousand (\$515,000.) dollars.

ARTICLE IV

ASSIGNMENT

The Authority shall not assign or in anyway transfer any interest in this Agreement without the prior written consent of the City, but the Authority may sub-contract for survey

and planning, site preparation, and the like, without such prior written consent.

ARTICLE V

TERMINATION

This Agreement shall be subject to termination by either party by the delivery of a written notice of intention to terminate the same in sixty (60) working days. In the event of breach of any term of this contract by either party to protest such breach or take any other action in regard to such breach shall not operate to waive any rights to protest or take other action in regard to any subsequent breach, it being the intention of both parties to cooperate so far as possible in correcting the cause of any breach.

ARTICLE VI

PERFORMANCE BOND

Simultaneously with the execution of this Agreement, the Authority shall deliver a bond in the sum of One thousand dollars (\$1,000.00) issued by a surety company authorized to do business in the Commonwealth of Massachusetts or a check in the amount of One dollar (\$1.00), payable to the City of Boston and delivered to the City Auditor, in order to guarantee the full and faithful performance of all terms, conditions and provisions of the Agreement by the Authority.

ARTICLE VII

RELEASE OF CITY ON FINAL PAYMENT

Simultaneously with acceptance by the Authority of what the City tenders as the final payment by it under this contract,

the Authority shall execute and deliver to the City from all claims and liabilities, excluding such claims and liabilities as are expressly excepted in said instrument, in any way connected with the Agreement.

ARTICLE VIII

DAMAGES TO THE CITY

If the Authority shall provide services in an unsatisfactory manner, the City may request the Authority to revise said services at no additional cost to the City. Such request shall be in the form of a written notice to the Authority setting forth specifically those elements of the services not satisfactory to the City and the Authority shall have the opportunity to respond to said notice.

If the Authority fails to provide services in accordance with the terms hereof, the City may make any reasonable purchase or contract to purchase services in substitution for those due.

The Authority shall not be liable for any damages sustained by the City due to the Authority's failure to furnish services under the terms of this contract, if such failure is in fact caused by the occurrence of a contingency, the non-occurrence of which was a basic assumption under which this contract was made, including, without limiting the generality of the foregoing, a state of war, embargoes, expropriation or confiscation of facilities used by the Authority or by labor strike, or by the Authority's compliance with any federal, state or municipal governmental regulation or order, provided that the Authority has notified the City in writing of such

SCHEDULE A SUMMARY

Planning	=	\$ 15,000.00
Overhead	=	11,800.00
Fringe	=	11,800.00
Staff	=	63,300.00

\$101,900.00

Contracts	=	413,100.00
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TOTAL	=	\$515,000.00
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IN WITNESS WHEREOF, the parties have hereunder set
their hands and seals on the day and year first set forth
above.

CITY OF BOSTON

BY: _____

MAYOR

Certified as to availability of funds:

CITY AUDITOR

Approved as to form:

CORPORATION COUNSEL

BOSTON REDEVELOPMENT AUTHORITY

BY: _____

DIRECTOR

Approved as to form:

GENERAL COUNSEL TO B.R.A.

MEMORANDUM

July 25, 1977

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: ROBERT F. WALSH, DIRECTOR

SUBJECT: OPEN SPACE MANAGEMENT PROGRAM

The City of Boston will provide the Authority with Five hundred and fifteen thousand (\$515,000) Dollars of its community development funds for the period of July 1, 1977 through June 30, 1978. These monies are made available to permit the Authority to secure vacant land and preserve vacant buildings within the Roxbury, Franklin Field, Dorchester, South Boston and East Boston neighborhoods. The Authority will undertake these activities as part of a model property management program for the City.

It is therefore recommended that the Director be authorized to execute an Agreement with the City of Boston acting through the Office of Development and Construction whereby the Authority would receive said Five hundred and fifteen thousand (\$515,000) Dollars in return for the rendering of property management, district planning and design services.

An appropriate vote follows:

VOTED: That the Director be and is hereby authorized to execute an Agreement by and between the Authority and the City of Boston acting through the Office of Development and Construction whereby the Authority will receive Five Hundred and Fifteen Thousand (\$515,000) Dollars in return for the rendering of property management services in various city neighborhoods. Said Agreement is to be substantially in the form attached hereto.